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Staff Director
Federal Regulatory Matters

94-108
EX PARTE OR LATE FILED

NYNEX

September 15, 1994

Ex Parte

William F. Caton
Acting Secretary
Federal Communications Commission
1919 M Street, N.W., Room 222
Washington, D.C. 20554

RECEIVED

SEP 15 1994

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY



Re: Notice of Ex Parte Presentation for PR File No. 94-SP6

Dear Mr. Caton:

On September 14, Susan Tucker and I, representing NYNEX Mobile Communications Company, met with Ms. Regina Harrison and David Furth of the Land Mobile and Microwave Division of the Private Radio Bureau regarding the above captioned item. During the meeting, the attached material formed the basis of the presentation and discussion.

Questions regarding this material should be directed to me at the number or address shown above.

Sincerely,


Philip A. Hahn

cc: R. Harrison
D. Furth

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List ABCDE



AGENDA

- **NYNEX - A CELLULAR SERVICE PROVIDER**
- **REGULATION OF CELLULAR IN NEW YORK**
- **NEW YORK PSC PETITION**

NYNEX - A CELLULAR SERVICE PROVIDER

- **PROVIDING CELLULAR SERVICE IN NEW YORK SINCE 1984**
- **ALSO PROVIDE SERVICE IN NEW ENGLAND**
- **SERVE MORE THAN 800,000 CUSTOMERS DIRECTLY AND THROUGH RESELLERS**
- **INFRASTRUCTURE THAT INCLUDES MORE THAN 560 CELL SITES**

REGULATION OF CELLULAR IN NEW YORK

- **INITIALLY (1984) THE NYPSC DETERMINED THAT THEY WOULD TREAT CELLULAR AS RADIO UTILITIES**
 - **STREAMLINED REGULATION**
 - **RANGE OF RATE TARIFFS ACCEPTED WITH CHANGES APPROVED WITHIN 24 HOURS**
 - **NO RATE OF RETURN IMPOSED**
 - **NO COST OF SERVICE REGULATION**
- **ADDITIONAL RELAXATION OF REGULATION OCCURRED IN SUBSEQUENT YEARS**
 - **LEGISLATIVE CHANGE, SUPPORTED BY NYPSC, PERMITTED CELLULAR TO OFFER DEMO SERVICES**
 - **CONCLUDED IN C29469 (1989) THAT CELLULAR WAS COMPETITIVE AND WOULD SEEK LEGISLATION TO FURTHER SUSPEND RATE/ENTRY REGULATION**

NEW YORK PSC PETITION

- **STATE OF COMPETITION EXPLORED BY NYPSC IN 1989**
 - **DETERMINED CELLULAR TO BE COMPETITIVE**
 - **CARRIERS DO NOT NEED TO BE REGULATED**
 - **INDICATED THEY WOULD SEEK LEGISLATION TO SUSPEND APPLICATION OF RATE AND ENTRY REGULATION FOR CELLULAR**
- **COMPETITIVE MARKET FORCES PROTECT CONSUMERS**
 - **EVIDENCED BY NO FORMAL COMPLAINT BROUGHT TO THE NEW YORK PSC BY RESELLER OR END USERS ALLEGING THAT RATES ARE UNJUST**

NEW YORK PSC PETITION

- **CONTINUED STATE REGULATION WOULD IMPEDE DEVELOPMENT OF A COMPETITIVE MARKET**
 - **REGULATORY FILINGS ALERT COMPETITORS TO NEW SERVICES**
 - **TARIFFS IMPEDE INNOVATION**

NEW YORK SMSA LIMITED PARTNERSHIP

P.S.C. NO. 2

**SUPERSEDING BELL ATLANTIC MOBILE SYSTEMS OF NORTHERN NEW JERSEY, INC.
P.S.C. NO. 1**

SCHEDULE

FOR

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

APPLICABLE IN THE STATE OF NEW YORK

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EXPLANATION OF SYMBOLS

- | | |
|---|--|
| (C) - To signify a changed regulation | (D) - To signify a discontinued rate or regulation |
| (I) - To signify an increase in rate | (N) - To signify a new rate or regulation |
| (R) - To signify a reduction in rate | |
| (T) - To signify a change in text but no change in rate or regulation | |

When additional symbols are used, they are identified at the bottom of the individual page.

1. APPLICATION OF TARIFF

1.1. Application of Tariff

- A. This tariff contains regulations, rates, and charges applicable to the provision of Cellular Radio Telecommunications Service provided by New York SMSA Limited Partnership, referred to herein as the Company. The Company offers service in the New York Metropolitan Cellular Geographic Service Area in the State of New York.
- B. An application for service becomes a contract upon acceptance by the Company. The minimum service period is one month. Customers that enter into optional contract agreements with the Company will be required to pay termination charges if service is terminated prior to the end of the optional contract period.

1.2. Concurring Carriers

None

2. DEFINITIONS

Access Number

A telephone number provided to a Customer by the Company and associated with a cellular mobile radio unit to enable use of a cellular system.

Affiliate

An affiliate of a specified company shall mean any company which controls, is controlled by or is under common control, with such company.

Cellular Geographic Service Area (CGSA)

The geographic area in which the Company is authorized by the Federal Communications Commission and the New York Public Service Commission to provide cellular radio telecommunications service.

Cellular Mobile Radio Unit

Radio telephone equipment (comprising a control unit, a combined transceiver and processor, and an antenna) capable of transmitting and receiving cellular radio frequencies. The unit must be technically and operationally compatible with the cellular system and Federal Communications Commission Rules.

Cellular Radio Telecommunications Service

A service utilizing cellular radio technology to provide telecommunications between a cellular radio unit and a landline telephone or between two cellular radio units.

Cellular System

A telecommunications system (comprising a cellular telephone switching office, cell sites and interconnecting facilities) that is owned and operated by the Company or an underlying carrier to provide cellular radio telecommunications service.

2. DEFINITIONS (continued)

Company

New York SMSA Limited Partnership, d/b/a NYNEX Mobile Communications in New York and Bell Atlantic Mobile Systems, Inc. in New Jersey.

Customer

The person, firm, corporation, or other legal entity who is responsible for the payment of charges to the Company.

Electronic Serial Number (ESN)

The identification number of a cellular radio unit to which an activated access number is assigned. The ESN is unique to only one cellular radio unit.

Landline Service

Telephone service utilizing transmission facilities of the public switched network.

Licensed Agent

An independent contractor holding professional license or other similar State certification who operates on behalf of a Customer .

Market Area

An area within a CGSA defined by the cell site(s) serving the area in which special Market Area rates apply.

Roamer

A cellular radio unit user who takes the cellular unit out of the range of coverage of the home system and receives cellular service in another systems coverage area.

Service

See "Cellular Radio Telecommunications Service".

Underlying Carrier

A radio common carrier authorized by the Federal Communications Commission and the New York Public Service Commission to operate a cellular system in a Cellular Geographic Service Area (CGSA) within the State of New York.

Usage

The length of time that a call originated or received on a cellular radio unit utilizes a cellular system and for which a charge applies.

3. REGULATIONS

3.1. Establishing and Furnishing Service

3.1.1. Availability

- A. The Company's obligation to furnish service is dependent upon its ability to obtain, retain, and maintain suitable facilities, licenses, and rights for the construction and maintenance of the necessary circuits and equipment without unreasonable expense. In cases where the Company resells the service of another carrier its obligation to furnish service is dependent upon its ability to obtain service from that underlying carrier.
- B. Cellular radio telecommunications service will be provided to any person, firm, corporation, or other legal entity for use, resale, or shared use, subject to the terms and conditions specified herein.
- C. Service may be temporarily refused, limited, interrupted or curtailed due to limitations in system capacity, equipment modifications or restrictions imposed by an underlying carrier.
- D. Service is available to suitably-equipped cellular radio units when within range of cell sites located in the New York Cellular Geographic Service Area (CGSA).
- E. Service is subject to transmission limitations caused by atmospheric or topographical conditions.
- F. Upon notice, the Company may assign its Customer s to another cellular service provider certified in the state of New York provided that the terms, conditions, rates and charges are no less favorable than those of the Company. The Customer is under no obligation to continue service with said service provider and may at anytime prior to, or after assignment discontinue service and obtain service from a cellular service provider of the Customer 's choice subject to the terms and conditions agreed to by the Customer as indicated on the Cellular Service application.

3. REGULATIONS (continued)

3.1. Establishing and Furnishing Service (continued)

3.1.2. Use of Service

- A. Service is furnished for use, resale, or shared use by a Customer. Orders for activating, changing, or terminating service will be accepted by the Company only from a Customer .
- B. Cellular radio units must be technically and operationally compatible with the cellular system and in conformance with applicable Federal Communications Commission rules and regulations.
- C. Access numbers are assigned by the Company and may be changed at any time by the Company if necessary in the conduct of its business. A Customer has no proprietary right in an access number. An access number can appear in only one cellular radio unit.
- D. Service is furnished subject to the conditions that it will not be used:
 - (1) to make foul or profane expressions,
 - (2) to impersonate another person with fraudulent or malicious intent,
 - (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten, or harass the other person,
 - (4) for any other unlawful purpose, or
 - (5) in such a manner as to interfere with the use of the service by any other user.
- E. Unless otherwise agreed to by the Company, a Customer may not assign its rights or obligations under this tariff to another cellular Customer .

3. REGULATIONS (continued)

3.2. Termination of Service

3.2.1. Termination by a Customer

- A. A Customer may terminate service at any time after the minimum service period by notifying the Company. Customer s that enter into optional contract agreements with the Company will be required to pay termination charges if service is terminated prior to the end of the optional contract period.
- B. The Customer remains responsible for payment of all outstanding charges for the period that service was rendered.
- C. In the event a Customer 's cellular telephone is lost or stolen, the Customer shall not be responsible for charges incurred subsequent to the loss or theft, provided that the Customer requests the Company to interrupt or terminate service within 48 hours of the occurrence. In the event that notice is provided to the Company more than 48 hours following the occurrence, the Customer shall be responsible for payment of all outstanding charges until such time as notice of loss or theft is provided to and received by the Company.

3.2.2. Termination by the Company

- A. Upon violation of any regulation, including non-payment of any sum due, the Company may, except as otherwise provided for herein, by notice in writing to the Customer , either interrupt or terminate service to the Customer without incurring any liability. Upon violation of any regulation, including non-payment of any sum due, the Company may, for Customer s using Daily Cellular Service furnished pursuant to Section 4.9., following, terminate or interrupt service without notice to those Customer s, without incurring any liability.
- B. If a Customer uses a cellular radio unit in such a manner that it adversely affects the system or service to another user, the Company may, without notice, take such action as necessary including interrupting or terminating the service of that Customer . The Customer must discontinue such use of the equipment or correct the violation immediately, and must confirm in writing to the Company that such use has ceased or that the violation has been corrected.
- C. If the Company detects that the Electronic Serial Number (ESN) of a cellular radio unit of a Customer has been duplicated without Company authorization, or if the Company detects that the cellular radio unit is otherwise being used in a fraudulent manner, the Company may, without notice, take such action as necessary including interrupting the service of that Customer .
- D. If service is interrupted in accordance with A , B, or C, above, service may be restored upon correction of the violation or payment of all charges due. In addition, a service charge may apply as specified in 4.4 following.

3. REGULATIONS (continued)

3.3. Other Terms and Conditions

3.3.1. Interruption of Service

- A. A pro rata credit allowance will be made for an interruption in service of 24 hours or more. The allowance is 1/30 of the monthly charges for the services rendered inoperative by the interruption for each period of 24 hours or major fraction thereof beyond 24 hours. An interruption is measured from the time it is reported to the Company or detected by the underlying carrier, whichever occurs first. In no event will the credit exceed the total monthly charges and no liability shall attach to the Company.
- B. A credit allowance will not be made for an interruption in service of less than 24 hours, for any interruption caused by the negligence or willful act of the Customer, or for an interruption caused by failure of equipment or services that were not provided by the underlying carrier.
- C. As described in 3.1.1.(E), cellular service is subject to transmission limitations caused by atmospheric or topographical conditions. In addition, the Customer's terminal equipment, antenna, and quality of such terminal installation may affect the Customer's ability to obtain cellular service. The Company bills for airtime including those calls that may be interrupted due to these conditions. It is the Company's policy to provide Customer's with an airtime credit of two minutes, one minute for the disconnection and one minute for redialing, for each billable call that was disconnected due to transmission limitations caused by atmospheric or topographical conditions and that required the Customer to redial within ten (10) minutes of the disconnection. To request an appropriate airtime credit, a Customer must call the Company's Customer service department by dialing 800-227-1069 from a landline phone in the CGSA, or by dialing 611 from their cellular phone. Once a Customer makes a request for a credit, bill records from up to the prior twelve billing periods of the Customer will be analyzed by the Customer service representative and any appropriate credits shall be applied. It is also the Company's policy to provide Customer's with a single credit of \$3.00 in any one month, the equivalent of a call credit, in cases where a Customer's complaint to the Company is not corrected to the Customer's satisfaction. This credit will be issued to any Customer contacting the Company's Customer service department at the number listed above to request credit, where the Company determines that they were unable to satisfy the Customer's complaint.

3.3.2. Other Carrier Services

Directory listings, operator-assisted services, telegrams, mailgrams, cablegrams and radiograms are provided by other common carriers. Customer's may use these services subject to the regulations and charges of the carrier. However, charges for any of these services cannot be billed to an access number.

3. REGULATIONS (continued)

3.3. Other Terms and Conditions (continued)

3.3.3. Liability of the Company

- A. The sole liability of the Company for loss or damages arising out of mistakes, omissions, delays, errors, or defects in the service and not caused by the negligence of the Customer shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, error, or failure existed.
- B. The Company is not liable for:
 - (1) any act or omission of the underlying carrier or other non-Company providers of facilities.
 - (2) interruptions, errors, delays, or defects in transmission, or failure to transmit, when caused by acts of God, fire, war, riots, Government authorities, or other causes beyond Company control.
 - (3) any errors or delays in establishing or rearranging service beyond Company control
- C. At the request of the United States Coast Guard the Company provides for the automatic routing of emergency calls from boaters to the Coast Guard by dialing "*CG" in the CGSA. The Customer understands that the cellular system is engineered to provide service over land and that any coverage over water is incidental. The Company can not ensure that cellular coverage will be available on all the waterways in and around the CGSA.
- D. In the absence of gross negligence or willful misconduct by the Company in providing 911 service, "*CG service", other information services, or any other service provided under this tariff, the Customer agrees to release, defend, and hold harmless, the Company from any and all loss, claims, whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the Customer or others.

3. REGULATIONS (continued)

3.4. Deposits and Advance Payments

3.4.1. Deposits

- A. An applicant for service whose financial condition is not acceptable to the Company or is not a matter of general knowledge may be required to make a deposit equivalent to up to two months of the estimated charges for the services to be provided. The form of the deposit may be cash or other instrument acceptable to the Company. An existing Customer may also be required to make an additional deposit if either the amount of service is increased or the credit standing of the Customer changes.
- B. Simple interest will be paid on a cash deposit for the period during which it is held by the Company.
- C. The Company will refund a cash deposit and its accrued interest before the end of twenty-four months if satisfactory credit has been achieved, or upon termination of service.
- D. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations for the prompt payment of bills, nor constitutes a waiver or modification of the Company's regulation for terminating service for non-payment.

3.4.2. Advance Payments

- A. A Customer whose financial condition is not acceptable to the Company or is not a matter of general knowledge may be required prior to establishment of service to make an advance payment equal to the estimated charges for the first month's service.
- B. Advance payments are credited to the Customer's account on the first bill after the service is established.

4. RATES AND CHARGES

4.1. General

4.1.1. Minimum Requirements

- A. A minimum charge for monthly usage and/or access may be applicable, depending on the pricing plan selected. The minimum charge may be specified for individual numbers and/or for accounts. The minimum charge is calculated by either multiplying the specified quantity of minutes by the peak period, and/or off-peak period, and/or incoming, and/or message retrieval usage rate or, in some instances, aggregating all usage and access charges. The range for the minimum usage requirement is specified below.

| <u>Minimum Usage Requirement (Minutes)</u> | | <u>Minimum Monthly Total Charges</u> | |
|--|----------------|--------------------------------------|----------------|
| <u>Minimum</u> | <u>Maximum</u> | <u>Minimum</u> | <u>Maximum</u> |
| 0 | 500 | \$0.00 | \$20,000.00 |

- B. The minimum service period for all services is one month.
- C. A minimum quantity of access numbers may be required to utilize certain pricing plans. The minimum quantity of access numbers, and the pricing plans where a minimum is applicable, are specified in the Flexible Rate Schedule.

| <u>Minimum Quantity of Access Numbers Required to Utilize Pricing Plan</u> | |
|--|----------------|
| <u>Minimum</u> | <u>Maximum</u> |
| 1 | 100 |

- D. A minimum quantity of access numbers will be required to utilize the Multi-CGSA pricing plan described in 4.2.1 (B), following. The minimum quantity of access numbers, and the CGSA which may be combined to qualify, are specified in the Flexible Rate Schedule.

| <u>Minimum Quantity of Access Numbers Required to Utilize Multi-CGSA Pricing Plan</u> | |
|---|----------------|
| <u>Minimum</u> | <u>Maximum</u> |
| 100 | 1000 |

4.1.2. Billing and Payment of Charges

- A. The Customer is responsible for payment of all charges for services furnished, including roamer service charges, usage charges for all calls originated or received on each access number, any applicable landline charges, and toll charges resulting from the origination of calls to points outside the Customer's CGSA. Bills are payable by the payment due date indicated on the monthly or quarterly bill.
- B. Billing for access number and for optional features is rendered monthly or quarterly in advance; service charges, usage charges, applicable landline charges, and toll charges are billed monthly or quarterly in arrears.
- C. The charges for a fractional part of a month are a proportionate amount of the monthly charges based upon the actual number of days that service was furnished. Each month is considered to have 30 days for billing purposes.

4. RATES AND CHARGES (Continued)

4.1. General (Continued)

4.1.2. Billing and Payment of Charges (Continued)

- D. If payment for service is made by a check, draft, or similar instrument that is returned by a bank to the Company for any reason, a returned check charge of \$10.00 applies in addition to the total amount due.
- E. The Company may offer an alternate method for a Customer to receive monthly billing information (ie; bills may be generated on floppy disc). This method may vary depending on the specific Customer requirements. The standard method of billing may continue to be provided. Minimum and Maximum ranges are specified for the minimum quantity of access numbers required for alternate billing, and for monthly rates. The method of alternate billing, minimum requirements, and applicable rates will be reflected in the Flexible Rate Schedule.

| <u>Minimum Requirement</u> | | <u>Monthly Rates</u> | |
|---------------------------------|----------------|---------------------------------------|----------------|
| <u>Number of Access Numbers</u> | | <u>Alternate Provision of Billing</u> | |
| <u>Minimum</u> | <u>Maximum</u> | <u>Minimum</u> | <u>Maximum</u> |
| 0 | 100 | \$.00 | \$100.00 |

- F. Except as specified in Paragraph F. following, if any portion of a payment is still outstanding at the time of the payment due date, a late payment charge may be applied. The charge is determined by applying a rate not to exceed the maximum allowed by New York law to the unpaid balance for each month or fraction thereof that such balance remains unpaid. The rate applied will be indicated on the Customer's bill.
- G. The provisions of Paragraph E. preceding are not applicable to New York state agencies. Service to state agencies is rendered pursuant to the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).
- H. The Company shall provide interest on Customer overpayments caused by erroneous billing by the Company. The Customer shall be credited for the overpayment, plus interest. The rate of interest shall be the greater of the unadjusted Customer deposit rate or the applicable late payment rate. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly until the date when the overpayments was refunded. Interest will only be paid on overpayments that are not refunded within 30 days of the date of overpayment.
- Issued in compliance with New York State Public Service Commission Order in Case 91-M-0667, adopted June 24, 1992.
- I. Any assessment of collections costs and attorney's fees shall be determined as a matter of law or on a case by case basis, and are subject to the determination of a Court if legal proceedings are instituted.

4. RATES AND CHARGES (continued)

4.1. General (continued)

4.1.3. Timing of Calls

- A. Usage rates apply for completed calls originated or received on each access number:
 - (1) Chargeable time for a call originated on an access number begins when a connection to the Company facilities is established and ends when the cellular radio unit disconnects.
 - (2) Chargeable time for a call received on an access number begins when the call is answered and ends when the cellular radio unit disconnects.
- B. The minimum usage charged for each call is one minute. Each fraction of a minute is rounded up to a full minute for billing purposes, except as otherwise specified under the Pricing Plans in 4.2., following.
- C. Any applicable landline charges which result in fraction of a cent billing May be rounded up to the next whole cent on each call.
- D. When a connection is established in one time period and ends in another, the rate in effect for each period applies to that portion of the connection occurring within each time period.
- E. Usage rates do not apply on calls placed for emergency service to the 911 operator, *CG, and for other specialized services that are selected by the Company for its Customer s' use.

4. RATES AND CHARGES (continued)

4.1. General (continued)

4.1.4. Time Periods for Usage Rates

- A. Usage rates apply based on the time of day and day of week and may differ between CGSAs.
- B. Minimum and maximum ranges of effective time periods are specified below for the duration of the effective peak and off-peak time periods.
- C. The effective time period for individual CGSAs are contained on Flexible Rate Schedules that are on file with the P.S.C. An effective time period may be changed within the range below at any time. An updated Flexible Rate Schedule will be provided to the P.S.C. and to each affected Customer no later than the date of any change.
- D. Peak Period rates shall be in effect from Mondays through Fridays beginning with the times set forth in the peak period table following and ending with, but not including, the commencement of the off-peak period. Off-peak period rates shall also be in effect all day on Saturdays and Sundays and the holidays specified in the Flexible Rate Schedule.

Peak PeriodMondays through FridaysNot Earlier Than: Not Later Than:

Beginning 6:00 A.M. 10:00 A.M.

Off-Peak PeriodMondays through Fridays

(All Day Saturdays and Sundays)

Not Earlier Than: Not Later Than:

Beginning 6:00 P.M. 10:00 P.M.

4. RATES AND CHARGES (continued)

4.1. General (continued)

4.1.5. Range of Rates and Charges

- A. Minimum and maximum ranges are specified for the rates and charges applicable to service, access numbers, and usage charges. Ranges are also specified for usage allowances, minimum quantity of access numbers required, and discounts. The rates and charges in effect will not be lower than the minimum nor higher than the maximum rates and charges specified in sections 4.2., and 4.3., following.
- B. The effective rates and charges are contained on the Flexible Rate Schedule that is on file with the P.S.C. An effective rate or charge may be changed within the minimum-maximum range at any time. An updated Flexible Rate Schedule will be provided to the P.S.C. and to each affected Customer no later than the date of any change.

4. RATES AND CHARGES

4.2. Pricing Plans

4.2.1. Application of Rates

- A. Service is available under pricing plans A through Z. Access number and usage rates are governed by the pricing plan selected. In addition, call forwarded charges, incoming usage charges, message retrieval and delivery charges, sliding scale usage discounts, usage allowances, and minimum quantity of access number requirement may also apply. Minimum and maximum rates and charges for these rate elements are specified in 4.2.2., 4.2.3., 4.2.4., 4.3.2., 4.3.3. and 4.6 following. The Company may designate certain pricing plans to be annual or bi-annual plans. To receive service under such a plan the Customer will be required to remain in service for 12 or 24 months. If the Customer terminates prior to the end of the 12 or 24 month period a termination charge will apply as described in 4.7.1, following.
- B. A Customer meeting the minimum access number requirement may elect to receive service under the Multi-CGSA price plan. The access number and usage rates provided under this pricing plan may differ in each CGSA where service is provided. The effective rates for each CGSA will be specified on the flexible rate schedule for each individual market where the Multi-CGSA plan is available. This plan allows the access numbers and the usage of a Customer in the CGSAs covered by this tariff and the Company's affiliate New York Cellular Geographic Service Area, Inc., under its tariff P.S.C. No. 4, to be grouped to qualify for volume and usage discounts. The CGSAs which may be grouped will be specified in the flexible rate schedule of each CGSA where the Multi-CGSA plan is available. All access numbers to be grouped must subscribe to the Multi-CGSA plan. The Multi-CGSA price plan is available only with a one year service commitment. If termination occurs prior to the expiration of the contract period, a termination charge shall apply as specified in 4.7.1 (F), following.
- C. A single Customer, having more than one access number listed under one account and the same pricing plan, may share the included usage allowances, except as provided under section 4.2.1. (G), following. The pricing plans under which such sharing is allowed will be specified on the flexible rate page.
- D. Effective access number, usage rates and usage allowances may vary between pricing plans and between the CGSAs where the Company offers service.
- E. Price plans may have a minimum per-call chargeable airtime requirement other than the one minute minimum specified in 4.1.3.B., preceding. The minimum and maximum range is specified below; the effective minimum usage charge will be specified on the flexible rate pages.

Minimum Per-Call Usage Time (Minutes)

| <u>Minimum</u> | <u>Maximum</u> |
|----------------|----------------|
| 0 | 2 |

- F. In cases in which the roamer airtime charges billed to the Company by the underlying carrier are less than applicable charges for local airtime usage specified in 4.2., following, the Company may charge the applicable local airtime usage charge in lieu of the roamer charge.

4. RATES AND CHARGES (Continued)

4.2. Pricing Plans

4.2.1. Application of Rates (Continued)

- G. Notwithstanding anything to the contrary herein, a Customer receiving service billed as a personal account under any pricing plan, may add one additional access number to receive service under such plan provided that the additional access number is assigned to a member of the Customer's household. All charges for such numbers must be billed to the original number. The minimum and maximum range for the access rate for such number is specified below, the effective rate for each individual pricing plan is specified on the flexible rate schedule. Where usage allowances are provided for under a pricing plan, access numbers purchased under this service option shall not receive such allowance unless specified otherwise on the flexible rate schedule. Where sharing of usage allowances is provided for under a pricing plan as described in 4.2.1 (B), preceding, such sharing shall be prohibited under this service option unless specified otherwise on the flexible rate schedule. In the event of a misrepresentation of the status of the individual assigned the additional access number, both Customer and such individual shall be liable for 120% of the amount determined by deducting access charges pursuant hereto from the total amount such individual would have been billed under pricing plan subscribed to by the Customer.

Access Charge for Additional Access Number

| <u>Minimum</u> | <u>Maximum</u> |
|----------------|----------------|
| \$.00 | \$200.00 |

4.2.2. Access Number Rate, each access number.

| <u>Monthly Rates</u> | |
|----------------------|----------------|
| <u>Minimum</u> | <u>Maximum</u> |
| \$.00 | \$200.00 |